

## **MMC PACKAGING EQUIPMENT STANDARD TERMS AND CONDITIONS OF SALE**

1. **General.** MMC Packaging Equipment Ltd. is hereinafter referred to as "Seller" or "MMC". Items ordered from Seller in whatever form or quantity, including spare parts and tooling are referred to as "Equipment". The expression "Buyer" means the person, firm, company or other entity to which Seller undertakes to supply the Equipment herein. All sales by Seller are subject to all of the following Terms and Conditions unless otherwise agreed in writing by an authorized representative of Seller. All purchase orders must be in writing. ANY OFFER, ACCEPTANCE, ORDER, CONFIRMATION OR OTHER DOCUMENT FROM BUYER SHALL BE FOR BUYER'S INTERNAL PURPOSES ONLY AND NO SUCH DOCUMENT OR TERMS AND CONDITIONS CONTAINED THEREIN SHALL HAVE ANY FORCE AND EFFECT AND ALL SUCH DOCUMENTS ARE EXPRESSLY REJECTED SUCH . Failure of Seller to object to provisions contained in any purchase order or other communication from Buyer shall not be construed as a waiver of these conditions nor an acceptance of any such provisions. Seller reserves the right to correct clerical or stenographic errors at any time. Unless otherwise specifically agreed by both parties in writing, deliveries shall be FCA Seller's facility or Seller's supplier's facility (Incoterms 2010).
2. **Quotation and Ordering.** The agreement between Buyer and Seller for the purchase of Equipment exclusively includes these Terms and Conditions and the commercial terms and technical specifications, including Seller's quotation, in which these terms and conditions are referenced and incorporated ("Agreement"). Seller's proposal/quotation shall be valid for a period of 30 days unless otherwise expressly agreed to in the Agreement. Prices and performance quoted are based on information and samples available at the time of quote. Any changes in the specifications or the product configuration after the date of this quote may result in additional charges and/or longer delivery period. Seller will provide to Buyer, during the quote process, a floor-layout and a cutting pattern design (if applicable). These documents will be forwarded for the Buyer's signature, prior to the design and engineering phase. Failure by the Buyer to return these documents, duly signed, may result in delays and additional charges for the customer. Seller will provide to the Buyer, once the order has been approved by Seller, a project plan and schedule which includes mandatory milestones and deadlines for the customer to meet.
3. **Cancellation, Invoicing and Payment; Grant of Security Interest:** (a) Five days after receipt by Seller of the Agreement signed and/or otherwise accepted or acknowledged by Buyer, an order cannot be cancelled by Buyer except with the prior written approval of Seller at its sole discretion and all amounts paid hereunder shall be non-refundable. Cancellation, if approved by Seller, will however be in all cases subject to a cancellation charge as follows:  
  
Order acknowledgment issued by Seller: 10% of order value  
Design & Engineering phase in progress: 30% of order value  
Procurement & Manufacturing phase in progress: 55% of order value  
Integration phase completed: 70% of order value  
Debug phase in progress: 90% of order value  
Factory Acceptance Tests at Seller's location completed: 100% of order value  
  
(b) The purchase price and terms of payment shall be as set forth in the Agreement. The Seller reserves the right to demand security or full payment of the purchase price from any Buyer in the event that Seller has a good faith reason to believe that the Buyer's financial condition has materially changed since credit was extended. Any advance payments made by the Buyer are payments on account and do not constitute a deposit, the abandonment of which would entitle either party to terminate the Agreement. Buyer may not for any reason whatsoever, set-off any amount claimed by Buyer to be owed to it by Seller.  
  
(c) except in the case of a good faith dispute regarding an invoice or payment, if payment is not made in accordance with the terms of the Agreement, in addition to all other legal rights available to the Seller at law or in equity, the Seller shall be entitled to (i) charge Buyer, effective from the date payment becomes due, interest at the rate of 18% (1.5% monthly) on the unpaid balance (but not to exceed the highest lawful rate of interest under applicable law), (ii) withhold shipment of any Equipment due to Buyer until such payment is made, and (iii) exercise its rights in connection with any security granted by Buyer to the Seller. Buyer shall pay all costs of the Seller, including reasonable attorney's fees and court costs, incurred by it in collection of past due amounts from Buyer. All payments by Buyer shall be in lawful currency of the U.S.A. unless otherwise agreed to by the Seller.  
  
(d) Seller reserves a purchase money security interest in the Equipment, all additions and accessions thereto and all replacements, products and proceeds thereof to secure payment of the purchase price. Such security interest will be retained until the purchase price is paid in full. Buyer agrees that Seller will have the right to file or register hypothec, lien or other security to secure its interest in the Equipment or this contract or file any financing statements pursuant to the Uniform Commercial Code or other applicable law to evidence or perfect Seller's security interest in the Equipment. At Seller's request Buyer will join with Seller in executing such financing statements or other documents reasonable necessary to secure such interest of Seller in the Equipment. Buyer also agrees that Seller will have the right to invoice Buyer and Buyer will pay all fees, taxes and assessments associated with the filing of this contract or financing statements.
4. **Delays.** While Seller will use commercially reasonable efforts to ship and/or deliver Equipment or complete services by the dates specified, quoted or acknowledged by Seller, all such dates are approximate and not guaranteed. If Buyer is, however, unable to receive delivery of the Equipment or delays its delivery or installation for more than 30 days after the date specified, quoted or acknowledged by Seller, Seller will upon written notice to Buyer put the Equipment into storage at Buyer's risk and expense and the Equipment will thereupon be deemed delivered and any remaining balance of the purchase price will be immediately due and payable, including storage fee of 2 % of the total order amount, per week, up to a maximum of 16 % of the total order amount.
5. **Warranty.** (a) Seller warrants Equipment manufactured by it will be free from defects in workmanship and material under normal use and proper maintenance for a period of twelve (12) months after the date of shipment (or the scheduled shipment

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date if Buyer refuses to accept or delays delivery) ("Warranty Period"). Seller does not warrant the amount or quality of production unless expressly stated in this Agreement. Seller warrants that when shipped, its Equipment will meet the agreed to technical specifications. Equipment manufactured or supplied by others is sold exclusively under such warranty as the manufacturer may give to Seller and to the extent enforceable by Seller. Buyer is responsible for inspection of products prior to delivery and for all losses or damages incurred during shipping. All claims related thereto must be processed by Buyer directly with his freight carrier.

(b) Seller shall solely determine if the Equipment is defective and covered under the warranty, according to the terms and conditions of this limited product warranty. Seller may request that product be returned to Seller's plant or access be given to Seller at Buyer's plant, for testing as to determine whether the Equipment is defective. If after determination by Seller, any part or component of the Equipment is found and reported during the Warranty Period to have been defective prior to or when delivered and Buyer provided prompt notification in writing is given to Seller upon discovery of such defect, Seller will, at its discretion, either modify, repair or replace such component or part (defects caused by normal wear and tear items, such as punches and dies, rotary dies, slitting blades, knives of all categories, and sealing heads, are excluded from warranty replacement). During repair, risk of loss will remain with Buyer. Seller's warranty does not cover any labor charges for the replacement of parts, adjustment, repairs, or any other work done by parties other than Seller. Replacement of parts manufactured or supplied by others is subject to that manufacturer's or supplier's consent and to Buyer's returning the replaced part DAP Seller's plant (Incoterms 2010). No parts or components may be returned without Seller's prior written consent.

(c) The warranty shall not cover: (i) compliance of the Equipment with local codes or regulations unless notified thereof prior to purchase by Buyer and only if Seller has expressly agreed thereto in writing prior to delivery; (ii) without limiting anything in this Agreement, Seller's limited product warranty does not cover damages, costs, expenses, liabilities, suits, demands or other causes of action resulting, in any way, from abuse, misuse, accident, improper storage or handling, faulty or improper installation, improper maintenance or lack thereof, use of non Seller genuine parts for any repair or replacement performed, repairs, modifications or alterations made to the product by uncertified/non-preauthorized repair technician, abnormal operating conditions, Buyer related work conditions on the premises, damage or breakdown related to other Buyer equipment, parts or components, voluntary damages, vandalism, theft, acts of God such as, but not limited to, fire, flood, storm and other catastrophic events, war, insurrection and acts of terrorism and similar causes; and without limiting the foregoing, (iii) failure of equipment to meet published performance specifications due to abnormal operating conditions beyond Seller's knowledge or control shall not be considered as manufacturing defects; or (iv) repair or replacement by non-genuine Seller spare parts or any repair, modification or alteration to the products, other than by a certified Seller repairmen and which have not been preauthorized by Seller, will automatically end and void Seller's limited product warranty; and (v) Seller is constantly striving to improve the Equipment. Therefore changes in design and / or Equipment will be made in the future and Seller shall have no obligation to incorporate such changes in any Equipment already sold and shipped to the Buyer.

(d) THE FOREGOING WARRANTY EXTENDS TO BUYER ONLY AND NOT TO BUYER'S CUSTOMERS AND IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES (WHETHER WRITTEN, ORAL OR IMPLIED) INCLUDING THE WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. WITH REGARD TO BUYER'S USE OF THE EQUIPMENT AND ANY PRODUCTS MANUFACTURED THEREWITH, BUYER ASSUMES ALL LIABILITY AND RESPONSIBILITY.

(e) Buyer acknowledges that, except as expressly provided in this Agreement, no representative of Seller is authorized to give or make any other representation or warranty or modify the above limited warranty in any way and that no Seller samples, tests, trials, data, catalogs, brochures or other publications and no statement, advice, recommendation, or instruction made or assistance given by Seller in connection with any products shall constitute a representation or warranty or a waiver or modification by Seller of this Agreement. Except for the above limited warranty, Buyer assumes all risk and liability from Buyer's use of the products and acknowledges that it does not rely on, and waives any claim relating to, any such samples, tests, trials, data, catalogs, brochures, publications, statement, advice, recommendation, or instruction regarding the products given to Buyer by Seller.

(f) Remedies of Buyer set forth herein are exclusive. Buyer's sole remedy and Seller's sole liability with respect to the performance or breach of this Agreement in connection with the design, manufacture, sale, delivery, installation, commissioning, acceptance trial or repair of the Equipment purchased hereunder, or the technical direction covered by or furnished under this Agreement, is to make within the Warranty Period, such modifications as may be necessary to achieve the agreed to specifications for the Equipment and to modify, repair or replace any identified defective parts or components. If Seller is unable to modify, repair or replace as provided above to meet its warranty obligations stated above, including compliance with any acceptance criteria contained in this Agreement, Buyer's sole remedy shall be to pay and Seller's sole liability shall be to accept a mutually agreed price reduction reflecting the difference between the value of the Equipment delivered and the value the Equipment would have had if it had been as warranted. In the event that the parties fail to agree on a price reduction, Seller's sole liability shall be to repay any portion of the purchase price paid for the Equipment upon Buyer's returning it to Seller FCA Buyer's plant (Incoterms 2010).

(g) Buyer will reimburse Seller for the travel expenses and time of any service technician or engineer who travels to Buyer's plant at Buyer's request to troubleshoot problems and who identifies improper maintenance or improper operation as the sole cause(s).

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6. **Indemnification.** Buyer agrees to indemnify, hold harmless and defend Seller, its parent and affiliated companies, and its and their respective directors, officers, employees, agents, and contractual counterparties, from and against any and all claims (whether based on contract, tort, strict liability or otherwise), judgments, liabilities, damages, losses, expenses and costs (including, but not limited to, court costs and attorneys' fees) incurred or suffered by Seller, which relate to or arise out of (i) Buyer's or Buyer's Buyer use, handling, installation, sale, distribution or disposal of the Equipment, or (ii) Buyer's breach of any representation, warranty or obligation hereunder. Buyer shall defend any such matter with counsel reasonably acceptable to Seller and shall not settle any such matter except with the consent of Seller which consent shall not be unnecessarily withheld. If Buyer fails to promptly and diligently investigate and defend or settle any claim, then Seller shall have the right, at Buyer's cost, expense and risk, from that time forward to have sole control of the defense of the claim and the terms of any settlement or compromise.
7. **Exclusive Remedies.** SELLER'S LIABILITIES AND BUYER'S REMEDIES ARE LIMITED TO THOSE CONTAINED IN THIS AGREEMENT AND NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN SHALL IN ALL CIRCUMSTANCES BE NO MORE THAN THE PURCHASE PRICE PAID FOR THE EQUIPMENT. SELLER SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OR RELATING TO THIS AGREEMENT, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT OR ANY OTHER THEORY OF LAW OR EQUITY. SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, MULTIPLE, OR CONSEQUENTIAL LOSS, DAMAGE, EXPENSE OR INJURY OF ANY KIND WHATSOEVER ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, LOSS OF PRODUCTION, OPPORTUNITY, FINANCING, GOOD WILL, USE, BUSINESS REPUTATION, COST OF SUBSTITUTE FACILITIES OR SERVICES, DOWNTIME COSTS, DELAYS, DEFECTIVE PRODUCT LOSSES, COST OF TESTING MATERIALS, LABOUR COSTS, DEPRECIATION COSTS, INTEREST COSTS, CLAIMS OF BUYER'S CUSTOMERS OR OTHER THIRD PARTIES, HOWEVER ARISING. THESE LIMITATIONS OF LIABILITY WILL APPLY WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY(IES). In addition to contractual indemnification as set forth in this Agreement, Seller shall be entitled to seek contribution from Buyer in any action or proceeding brought against Seller and Buyer consents to being named as a third-party defendant and to the jurisdiction of the court in which the action or proceeding is pending.

8. **Installation and Services:** Unless it is part of the Agreement, it is the Buyer's responsibility to use and pay for qualified professionals to set up the Equipment at the Buyer's location according to the floor-layout approved by Seller. Seller shall not be responsible for any changes needed at Buyer's site to comply with the layout provided by Seller or for related costs and expenses incurred by the Buyer during or after the installation, all of which shall be the Buyer's sole responsibility. If the assistance of a Seller technician for start-up of the Equipment and training of the operating staff, is not included in the original purchase order for the Equipment, the request must be made through a separate purchase order at least 10 days prior to the required date. Unless specified otherwise at the purchase order, technical support services will only be provided by qualified Seller technicians. Scheduling is subject to technician availability and will be agreed upon between Seller and Buyer, in compliance with local immigration applicable restrictions, if any. Seller's specialized technicians are available at the prevailing Seller customer service rate, plus travel, food and lodging expenses and any applicable sales and uses taxes.

Any technical assistance for start-up and basic training that is part of this Agreement shall not include Seller's technician performing any construction or electrical work related to the installation or commissioning of the Equipment at the Buyer's plant and all such work shall be performed by local qualified professionals under the sole authority and direction or at the sole cost of the Buyer. All installation and commissioning services provided by Seller shall be limited to the assembly of modules, calibration, and testing of the Equipment and training of Buyer personnel. Any delays, including, but not limited to, the absence of required materials to run the Equipment, unavailability of the Equipment or operating personnel, other requests outside of the scope of installation and commissioning services in the Agreement that are caused by Buyer during a Seller technician's visit are chargeable to the at Seller's then current standard hourly rates.

Any technical support services requiring onsite assistance of a Seller technician that are not part of the installation and commissioning services that are part of this Agreement and that are not otherwise covered by the warranty, shall be separately agreed to in writing and shall be charged that Seller's then current standard hourly rates for such services.

9. **Changes.** Changes to the specifications or Equipment description shall be valid only if in writing signed by authorized representatives of Buyer and Seller. Such changes must provide for any modification in the price or in time of delivery. Minor variations by Seller in the details of design or construction of the Equipment shall not give rise to any claim of defect or default, and the Seller reserves the right to make such minor changes in details of design and construction as shall in its judgment constitute an improvement over those set forth and described.

10. **Inspections and Tests of the Equipment.**

- (a) Inspection. If expressly agreed in the Agreement, the Buyer shall be entitled to have the quality of the materials used and the parts of the Equipment, both during manufacture and when completed, inspected and checked by its authorized representatives. Equipment will be set up at Seller's plant for demonstration, testing and training of Buyer's personnel, on the dates scheduled by Seller. Buyer is responsible to send an authorized representative, who will be required to confirm in writing that the Equipment is accepted by Buyer and can be delivered. If the Buyer's representative cannot be present at Seller's facility for the factory acceptance tests, Seller will perform all tests it deems necessary to validate the performance of the Equipment and its compliance to the Agreement and send an acceptance document to be signed by the Buyer. Buyer shall irrevocably be presumed to have accepted the equipment unless written otherwise. Seller cannot be held responsible for any modifications later requested on the Equipment by the Buyer and the cost of any modifications will be charged to the Buyer. All additional charges for training of Buyer's personnel shall be charged to the Buyer.

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- (b) Tests. Buyer will be required to provide Buyer-supplied materials, including but not limited to, cap samples/assembly parts, lining material, glue products (where applicable), at specific milestones throughout the manufacture of the Equipment in accordance with this Agreement and as set forth in the approved project plan. Failure by the Buyer to provide required materials at the specified milestones may result in delays and additional charges to the Buyer. Seller reserves the right to temporarily store the equipment if significant delays are caused by the Buyer's failure to provide the required materials at the specified deadlines. The storage of the Equipment shall last until such time that the required Buyer-supplied materials are made available in sufficient quantities to continue testing the Equipment and until Seller's production floor capacity allows it to redeploy the Equipment. All such Equipment storage will be subject to storage charges, which shall include to Seller's costs to disassemble the Equipment, transportation, storage, insurance, and the cost to reassemble the Equipment to continue testing, plus an administrative fee equal to 10%, including all applicable sales and use taxes.

### **11. Intellectual Property.**

- (a) All Equipment designs and other technical information are the sole property of Seller and are protected under The Copyright Act of Canada and by international treaties and agreements regarding copyrights. Any reproduction, translation, adaptation, storage in a retrieval system, transmission or other use or disclosure whatsoever, in totality or in part, and in any form or by any means whatsoever, is strictly forbidden and requires the prior written approval of Seller. All data is also the exclusive property of Seller and cannot be used or disclosed in any way without the prior written approval of Seller. All designs and related documents must be returned to Seller upon request.

(b) Seller warrants that none of the Equipment infringes any U.S. or Canadian patent trademark or copyright provided that Buyer will (i) forthwith upon receipt forward to Seller any communication charging infringement, (ii) forthwith forward to Seller all process, pleadings and other papers served in any action charging infringement, (iii) give Seller the sole right to defend any such actions at Seller's expense, and (iv) give Seller the option at any time up to or after judgment at Seller's expense to minimize Buyer's damage or liability (aa) by altering the Equipment to make it non-infringing, (bb) by exchanging a non-infringing part which will fulfill substantially the same function for the infringing part which in that case becomes the Seller's property, (cc) by obtaining a license permitting Buyer's use of any infringing part, or (dd) by repurchasing the infringing Equipment at Buyer straight line depreciated cost. Seller's maximum liability under this warranty shall be (y) to indemnify Buyer for any money judgment recovered against Buyer in a court of competent jurisdiction plus Buyer's reasonable counsel fees if Seller does not undertake the defense and (z) to repurchase at Buyer's straight line depreciated cost any part held by such a court to be infringing which Buyer cannot use by reason of adverse judgment, all liability of Seller's part hereunder subject to due performance by Buyer of the above conditions and the limitations of paragraph 7 hereof. As to any Equipment furnished by Seller to Buyer, manufactured in accordance with specifications supplied by Buyer, Buyer shall indemnify Seller against all claims, demands and suits brought against Seller for any patent, trademark or copyright infringement.

12. **Events of Default.** Seller reserves the right to suspend its performance, to advise Buyer of the revised shipment and/or delivery dates or any increases in price, to stop delivery of Equipment in transit, to withhold shipments in whole or in part or to suspend its warranty obligations if Buyer fails to make any payment to Seller when due, delays its issuance of letters of credit, delays Seller's receipt of required technical information or otherwise delays or fails to perform its obligations hereunder. Buyer shall be deemed to be in default and delivered goods shall be deemed accepted and Seller shall be entitled to recover any unpaid balance of the purchase price together with any incidental damages upon the occurrence of any of the following events, or of any other comparable event (i) Buyer ceases or suspends operation of its manufacturing plant, (ii) Buyer refuses to allow Seller to complete any acceptance testing, (iii) Buyer fails to make any payment when due, (iv) insolvency of Buyer, (v) Buyer's filing of a voluntary petition in bankruptcy, (vi) the filing of any involuntary petition to have Buyer declared bankrupt provided it is not vacated within thirty (30) days from the date of filing, (vii) the appointment of a receiver or trustee for Buyer provided such appointment is not vacated within thirty (30) days from the date of such appointment, (viii) the execution by Buyer of an assignment for benefit of creditors.

13. **Choice of Law.** The Agreement shall be governed by and interpreted, construed and performed in accordance with the laws of the Province of Quebec, Canada without regard to conflict of laws provisions. For purposes of any action brought as a result of or related to the Agreement. The parties shall irrevocably be presumed to have contracted in Laval, Province of Quebec, Canada. The Buyer hereby consents to, and waives any objections to the exclusive jurisdiction of the competent courts of the district of Montreal, Province of Quebec, Canada. Buyer further consents and waives any objection that the venue of any action brought as a result of or related to the Agreement shall be not proper in the above-referenced courts. The parties exclude the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods if it would otherwise be applicable.

14. **Limitations.** The parties hereto covenant and agree that if either acquires any right or rights to bring any action, suit or proceeding against the other for or as a result of any breach of this Agreement, except for non-payment of the purchase price, the party acquiring such right or rights shall be conclusively deemed to have waived and relinquished the same unless such action, suit or proceeding is commenced within one year after such right or rights arose.

15. **Confidential Information.** Any and all specifications, quotations, agreements, contracts, information, samples and other materials of whatever description, blueprints, drawings, diagrams or price lists, whether disclosed verbally or in written, graphic, photographic, electronic, recorded, prototype or sample form, that relate to the design, manufacture, sale or production of Equipment or accompanying any quotation are confidential and proprietary and shall remain the property of Seller and subject to recall at any time, and shall not be disclosed to others nor used for the design or manufacture of any equipment. If the Equipment purchased by Buyer includes any software and/or firmware, it is acknowledged that such software and/or firmware, together with all documentation provided by Seller in connection therewith, are proprietary to the Seller, and that the license to use such software and/or firmware is personal to the Buyer. Therefore, Buyer agrees (a) not to reproduce, distribute or

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disclose to others such software and/or firmware and to maintain same in confidence, (b) to use same only in connection with Buyer's business and not to allow third parties to use it without Seller's prior written consent, and (c) not to make any modifications to the software and/or firmware for any reason whatsoever. Buyer will not allow the design of the Equipment or the Equipment itself or any part of it to be copied, reverse engineered, or otherwise made available to a third party, including any of Seller's competitors.

16. **Assignment.** This Agreement is not assignable by Buyer, except with the written consent of the Seller.
17. **Standards and Safety.** Buyer will employ and maintain any safety guards, controls, warning signs and other safety devices and features, and provide all warnings and instructions, which may reasonably be required for the safety of persons according to the location and use of the Equipment by the Buyer. Buyer shall use and require its employees to use safe operating procedures in operating the Equipment and shall comply with all laws and regulations of any and all governmental bodies or agencies having jurisdiction, including (without limitation as to operations conducted in the United States) the Occupational Safety and Health Act of 1970 (OSHA), as amended, and regulations promulgated pursuant thereto and all amendments thereto with respect to the installation and use of the Equipment. Buyer will not alter or misuse the Equipment in any manner which may constitute a danger to persons. MMC shall not be responsible for accidents or injury to persons or properties from Buyer's use of the equipment.
18. **Export Control.** The Buyer shall not (i) export, re-export or transfer any Equipment without first obtaining any licenses and authorizations required under applicable Export Regulations, (ii) export, re-export or transfer any Equipment, or authorize or permit any third party to export, re-export or transfer any Equipment to a country that is subject to comprehensive sanctions or embargoes imposed by the United Nations, the United States, the UK or the European Union, including the Democratic People's Republic of Korea (North Korea), Cuba, the region of Crimea, Iran, and Syria, or to any customer or end-user that is subject to sanctions or other export prohibitions or restrictions under applicable Export Regulations or (iii) use the Equipment in connection with the development or production of chemical, biological or nuclear weapons or their delivery systems. Buyer agrees to indemnify Seller against any liability caused by reason of Buyer's failure to comply with the foregoing.
19. **Taxes.** Unless otherwise specified, the Seller's prices do not include any federal, state, or local or foreign tax, duty or tariff of any kind that may be applicable to the sale, purchase use, shipment, delivery, import, export or any other disposition of the Equipment.
20. **Force Majeure.** Any failure or delay by the Seller hereunder, shall be excused from liability for the time and to the extent such failure or delay is caused by force majeure or any other cause not within the reasonable control of the affected party thereto or the Company's suppliers experiencing such difficulty. The term "force majeure" shall include, without limitation, acts of God and the public enemy, the elements, fire, explosion, accidents, acts of terrorism, epidemics, breakdowns, labor disputes, embargoes and any other public disturbance, inability to obtain materials, supplies, permits or transportation facilities, damage to equipment or production or storage facilities, or act or omission by a third party not controlled by the party experiencing such difficulty and any laws, orders, rules, regulations, acts, restraints of any governmental authority, civil or military, pandemic or epidemic and any labor shortages resulting therefrom. Upon occurrence of any failure or delay included within the terms of this Paragraph 20, Seller shall promptly notify the other party, and shall make every reasonable effort to remedy the cause of such failure or delay or find alternative means for performance. Notwithstanding the foregoing, settlement of strikes, lockouts or other labor disputes shall be exclusively within the discretion of the party hereto experiencing such difficulty.
21. **Entire Agreement.** This Agreement (which includes the quotation and any document(s) specifically referenced therein) contains the entire agreement between Buyer and Seller and supersedes and cancels all prior agreements, negotiations, drafts, representations and communications, whether oral or written, with respect to or in connection with the subject matter of this Agreement. This Agreement can be modified or rescinded only by a writing signed by both parties. The parties acknowledge that they have entered into this Agreement in reliance upon their own independent investigation and analysis and neither has been induced to enter into this Agreement by virtue of, and is not relying upon, any representations or warranties not set forth in this Agreement. No waiver of any provisions of this Agreement shall be binding unless in writing signed by an authorized representative of the party against whom the waiver is asserted and unless expressly made generally applicable shall only apply to the specific case for which the waiver is given. Failure of either party to insist upon strict performance of this Agreement shall not be construed as a waiver of any terms or conditions thereof.
22. **Language.** The parties have expressly requested that the present be drafted in English. Les parties à la présente ont expressément requis que celle-ci soit rédigée en anglais.